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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Maureen U. Ryan
Director of Human
Services

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 27, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into a **retroactive** agreement with Northern New Hampshire Healthcare Collaborative d/b/a Northwoods Home Health & Hospice, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$542,538.50, effective January 1, 2017 through September 30, 2018. **43% Federal Funds. 57% General Funds. SEE ATTACHED FISCAL SHEET DETAILS**

Funds to support this request are available for State Fiscal Year 2017 and are anticipated to be available in the following accounts for State Fiscal Years 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

EXPLANATION

This request is **retroactive**. The Department experienced some delays in obtaining the necessary documentation in order to complete the contracting process. The vendor is in the process of acquisition by another entity and that process has not yet concluded. However, in order to maintain continuity of services, the vendor will continue to provide services until the conclusion of the transaction. It is anticipated that once the transaction is completed, clients presently being served by the vendor will be transitioned to the acquiring entity, without a break in services.

The Department reserves the right to renew the contract for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) years and older or to individuals ages 18 and over with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs include assistance such as: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance to individuals in managing their personal care needs, including bathing and grooming. The service incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited

to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

This contract was competitively bid. The Department issued a Request for Applications on August 10, 2016, and twelve (12) applications were received. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise and subject matter experts. The bid summary is attached.

This is one (1) of twelve (12) contracts. The Governor and Executive Council approved nine (9) of the twelve (12) contracts on December 21, 2016 (Item #16). Two (2) of the twelve (12) contracts have been submitted to Governor and Executive Council for approval retroactively to October 1, 2016 to ensure continuation of services in the Sullivan County area through December of 2016 and up to September 30, 2018. This is the last of the contracts for In Home Care Services, In Home Health Aide Level of Care Services, and In home Nursing Level of Care Services, which will ensure these services are available to citizens, statewide.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennia.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

SFY	Class/Object Code	Class Title	Amount
2017	540-500382	Contracts for Program Services	\$37,828.44
2018	540-500382	Contracts for Program Services	\$75,656.88
2019	540-500382	Contracts for Program Services	\$18,914.22
		Subtotal:	\$132,399.54

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (29.86% Federal Funds; 70.14% General Funds)

SFY	Class/Object Code	Class Title	Amount
2017	543-500385	Contracts for Program Services	\$117,182.56
2018	543-500385	Contracts for Program Services	\$234,365.12
2019	543-500385	Contracts for Program Services	\$58,591.28
		Subtotal	\$410,138.96

Grand Total:	\$542,538.50
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New Hampshire Department of Health and Human Services
Office of Business Operations
Contracts & Procurement Unit
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child & Family Services (Hillsborough CO)</u>		150	140
4. <u>Child & Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA & Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA & Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health & Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health & Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health & Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care & Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-09)

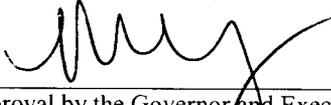
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern New Hampshire Healthcare Collaborative Inc D/B/A Northwoods Home Health & Hospice		1.4 Contractor Address 278 Main Street Lancaster, NH 03584	
1.5 Contractor Phone Number 603-788-5020	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$542,538.50
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Michael D. Peterson, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>COOS</u> On <u>12/28/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Bonnie Hamel, JP			
1.14 State Agency Signature  Date: <u>1/27/17</u>		1.15 Name and Title of State Agency Signatory Maureen Ryan Director, DHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>Megan A. York - Attorney</u> <u>1/31/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Coos County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

MDP

12/28/2016



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.
 - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
 - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

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2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

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- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those

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services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

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- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 2.2.9.4.2. Declining mental or physical health of the caregiver.
 - 2.2.9.4.3. Declining mental or physical health of the individual.
 - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
 - 2.2.9.4.5. Length of time on the wait list.
 - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
 - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
 - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.
 - 2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.
 - 2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

- 2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging_ Title III, Part B_ Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Services				
In Home Care Services (Title XX)	1/2 Hour	12,232	\$9.58	\$117,182.56
In Home Care Services (Title III)	1/2 Hour	1,968	\$9.58	\$18,853.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,518	\$12.50	\$18,975.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Services				
In Home Care Services (Title XX)	1/2 Hour	24,464	\$9.58	\$234,365.12
In Home Care Services (Title III)	1/2 Hour	3,936	\$9.58	\$37,706.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	3,036	\$12.50	\$37,950.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2018 through 09/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Services				
In Home Care Services (Title XX)	1/2 Hour	6,116	\$9.58	\$58,591.28
In Home Care Services (Title III)	1/2 Hour	984	\$9.58	\$9,426.72
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	759	\$12.50	\$9,487.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: *WJF*

Date: *12/29/2016*



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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12/25/2016



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

MP

12/28/2016



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

MP
12/28/2016

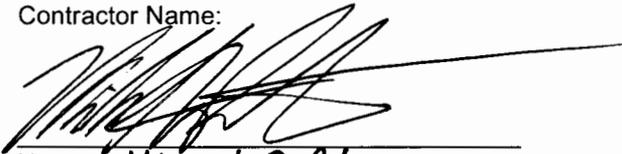


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

12/28/2016
Date

Contractor Name:

Name: Michael D. Peterson
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

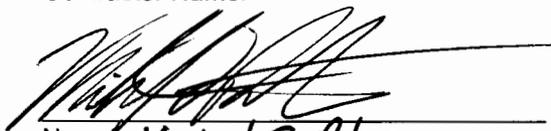
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/28/2016
Date


Name: Michael D. Peterson
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/28/2016
Date


Name: Michael D. Peterson
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials MAP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

12/28/2016
Date

Contractor Name:

Name: Michael D. Peterson
Title: President

Exhibit G

Contractor Initials MDP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/28/2016



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/28/2016
Date


Name: Michael V. Peterson
Title: President



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

1/27/17
Date

Northern New Hampshire Healthcare Collaborative, Inc.
Name of the Contractor

[Signature]
Signature of Authorized Representative

Michael D. Peterson
Name of Authorized Representative

Board President
Title of Authorized Representative

12/28/2016
Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

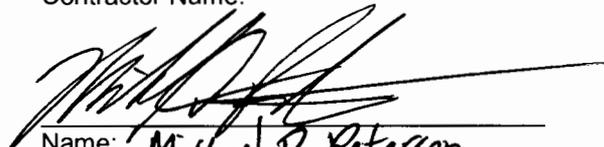
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/28/2016
Date


Name: Michael D. Peterson
Title: President



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 07-940-7626
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

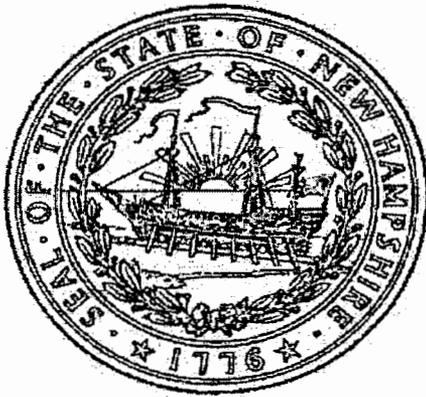
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 26, 2013. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 689221



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of December A.D. 2016.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

[Search](#)
[By Business Name](#)
[By Business ID](#)
[By Registered Agent](#)
[Annual Report](#)
[File Online](#)
[Guidelines](#)
[Name Availability](#)
[Name Appeal Process](#)

Date: 1/30/2017

Filed Documents

(Annual Report History, View Images, etc.)

Business Name History

Name	Name Type
Northwoods Home Health & Hospice	Legal

Trade Name - Domestic - Information

Business ID:	727148
Status:	Active
Entity Creation Date:	6/1/2015
Principal Office Address:	278 Main St Lancaster NH 03584
Principal Mailing Address:	No Address
[Name Not Available]	[Address Not Available]

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

I, Patrick Kelly, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

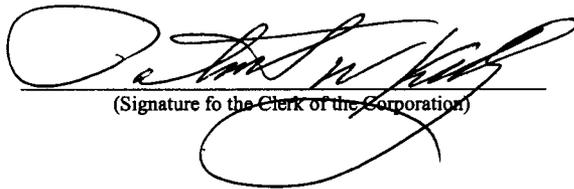
1. I am a duly elected Clerk of Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health and Hospice.
(The Corporation)
2. The following are true copies of resolutions adopted at a meeting of the Board of Directors of the Corporation duly held on December 7, 2016.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of In-Home Care, In Home Health Aide Level of Care, and In-Home Nursing Level of Care services.

RESOLVED: That Michael Peterson
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of December 28, 2016.
(Date Contract Signed)
4. Michael Peterson is the duly elected President
(Name of Contract Signatory) (Title of Contract Signatory)
of the Corporation.


(Signature for the Clerk of the Corporation)

STATE OF N. H.

COUNTY OF COOS

The foregoing instrument was acknowledged before me this 28th day of December

2016, by Patrick Kelly.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Kathy St. Onge
KATHY ST. ONGE, Notary Public
State of New Hampshire
Notary Public Justice of the Peace
My Commission Expires June 1, 2021

Commission Expires: _____



NORTNEW-03

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: James P. Nolin PHONE (A/C, No, Ext): (603) 715-9765 E-MAIL ADDRESS: jnolin@davistowle.com FAX (A/C, No): (603) 225-7935
INSURED Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice c/o Androscoggin Valley Hospital 59 Page Hill Road Berlin, NH 03570	INSURER(S) AFFORDING COVERAGE INSURER A: Granite State Insurance Co. INSURER B: National Union Fire Ins Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY						
	CLAIMS-MADE X OCCUR			02LX0240552992	01/31/2017	01/01/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	POLICY	PRO-JECT	LOC				
	OTHER: \$						
	AUTOMOBILE LIABILITY						
	ANY AUTO OWNED AUTOS ONLY		SCHEDULED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$
	HIRED AUTOS ONLY		NON-OWNED AUTOS ONLY				BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
B	X UMBRELLA LIAB X OCCUR						
	EXCESS LIAB CLAIMS-MADE			EXS6916336	01/31/2017	01/01/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$
	DED X RETENTION \$			10,000			\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N				PER STATUTE
	If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				OTH-ER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
B	Professional Liab			HHA6916335	01/31/2017	01/01/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

National Union Fire Insurance Company
1/31/2017 to 1/1/2018
Blanket Bond (Crime)
\$500,000 Fidelity Coverage

Includes Northwoods Home Health and Hospice a Division of Northern New Hampshire Healthcare Collaborative, Inc.

CERTIFICATE HOLDER

BEAS - NH Dept of Health & Human Services
129 Pleasant St
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):	
	E-MAIL ADDRESS:		
INSURED Northern NH Healthcare Collaborative, Inc d/b/a Northwoods Home Health & Hospice c/o Androscoggin Valley Hospital 59 Page Hill Rd, Berlin, NH 03570	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Technology Insurance Company, I		42376
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y / N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		TWC3564530	07/01/2016	07/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This certificate covers all operations usual and customary to the insureds business of home healthcare and hospice.

CERTIFICATE HOLDER BEAS NH Dept. of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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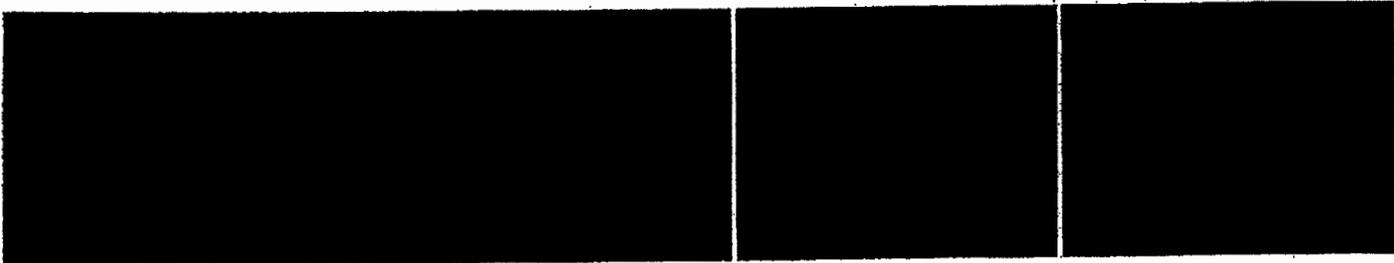
Northern New Hampshire
Healthcare Collaborative

59 Page Hill Road • Berlin, NH 03570-3542 • www.nnhhc.com

d/b/a Northwoods Home Health & Hospice

Mission Statement

Northern New Hampshire Healthcare Collaborative will ensure access to quality care within the communities in which our patients live, provide local and high quality care with positive outcomes to our patients in Coos County while controlling the cost of care by through innovative programs and the use of shared resources.



**NORTHERN NEW HAMPSHIRE HEALTHCARE
COLLABORATIVE, INC.**

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FINANCIAL STATEMENTS

December 31, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Northern New Hampshire Healthcare Collaborative, Inc.

We have audited the accompanying financial statements of Northern New Hampshire Healthcare Collaborative, Inc., which comprise the statements of financial position as of December 31, 2015 and 2014, and the related statements of operations, changes in net assets (deficit), and cash flows for the years then ended, and the related notes to the financial statements.

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Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Northern New Hampshire Healthcare Collaborative, Inc. as of December 31, 2015 and 2014, and the results of its operations, changes in its net assets (deficit) and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Board of Directors
Northern New Hampshire Healthcare Collaborative, Inc.

Restatement

As described in Note 4, the accompanying 2014 financial statements have been restated to properly classify restricted net assets. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Portland, Maine
April 22, 2016

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NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Statements of Financial Position

December 31, 2015 and 2014

ASSETS

	<u>2015</u>	(As Restated) <u>2014</u>
Current assets	\$ 93,019	\$ 384,280
Cash		
Patient accounts receivable, net of contractual allowances and uncollectible amounts of \$175,700 in 2015 and \$295,465 in 2014	638,160	740,816
Other receivables	1,132	3,029
Prepaid expenses	<u>40,940</u>	<u>24,551</u>
Total current assets	773,251	1,152,656
Assets whose use is limited	255,901	179,324
Equipment, net of accumulated depreciation of \$29,728 in 2015 and \$9,910 in 2014	<u>29,729</u>	<u>49,547</u>
Total assets	<u>\$ 1,058,881</u>	<u>\$ 1,381,527</u>

LIABILITIES AND NET ASSETS (DEFICIT)

Current liabilities	\$ 82,366	\$ 30,703
Accounts payable	86,399	71,417
Accrued payroll and related expenses	36,416	18,069
Other accrued expenses	<u>163,228</u>	<u>141,444</u>
Deferred revenue		
Total current liabilities	368,409	261,633
Due to related parties	<u>1,004,786</u>	<u>1,170,418</u>
Total liabilities	<u>1,373,195</u>	<u>1,432,051</u>
Net assets (deficit)	(570,215)	(229,848)
Unrestricted	104,801	78,224
Temporarily restricted	<u>151,100</u>	<u>101,100</u>
Permanently restricted		
Total net deficit	<u>(314,314)</u>	<u>(50,524)</u>
Total liabilities and net assets (deficit)	<u>\$ 1,058,881</u>	<u>\$ 1,381,527</u>

The accompanying notes are an integral part of these financial statements.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Statements of Operations

Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Net patient service revenue (net of contractual allowances and discounts)	\$ 3,844,097	\$ 3,802,184
Other revenues	4,377	1,261
Net assets released from restrictions	<u>38,274</u>	<u>9,622</u>
Total operating revenue	<u>3,886,748</u>	<u>3,813,067</u>
Operating expenses		
Salaries and wages	2,467,249	2,328,398
Employee benefits	644,466	661,873
Purchased services	397,951	462,901
Travel	197,516	151,545
Occupancy	116,856	112,637
Insurance	44,448	47,491
Dues and subscriptions	24,702	40,012
Supplies and other	392,880	306,214
Depreciation and amortization	<u>19,818</u>	<u>9,910</u>
Total operating expenses	<u>4,305,886</u>	<u>4,120,981</u>
Operating loss	<u>(419,138)</u>	<u>(307,914)</u>
Nonoperating revenue and support		
Contributions and municipal appropriations	77,788	76,819
Investment income	<u>983</u>	<u>1,247</u>
Total nonoperating revenue and support	<u>78,771</u>	<u>78,066</u>
Deficiency of revenues over expenses and increase in unrestricted net deficit	<u>\$ (340,367)</u>	<u>\$ (229,848)</u>

The accompanying notes are an integral part of these financial statements.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Statement of Changes in Net Assets (Deficit)

Years Ended December 31, 2015 and 2014

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balances, January 1, 2014	\$ _____ -	\$ _____ -	\$ _____ -	\$ _____ -
Transfer of assets (as restated)	-	40,158	101,100	141,258
Deficiency of revenues over expenses	(229,848)	-	-	(229,848)
Unrealized gains on investments	-	10,955	-	10,955
Investment income	-	2,286	-	2,286
Restricted contributions	-	34,447	-	34,447
Net assets released from restrictions	-	(9,622)	-	(9,622)
Change in net assets (deficit)	<u>(229,848)</u>	<u>78,224</u>	<u>101,100</u>	<u>(50,524)</u>
Balances, December 31, 2014 (as restated)	<u>(229,848)</u>	<u>78,224</u>	<u>101,100</u>	<u>(50,524)</u>
Deficiency of revenues over expenses	(340,367)	-	-	(340,367)
Unrealized gains on investments	-	6,667	-	6,667
Investment income	-	2,010	-	2,010
Restricted contributions	-	56,174	50,000	106,174
Net assets released from restrictions	-	(38,274)	-	(38,274)
Change in net assets (deficit)	<u>(340,367)</u>	<u>26,577</u>	<u>50,000</u>	<u>(263,790)</u>
Balances, December 31, 2015	<u>\$ (570,215)</u>	<u>\$ 104,801</u>	<u>\$ 151,100</u>	<u>\$ (314,314)</u>

The accompanying notes are an integral part of these financial statements.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Statements of Cash Flows

Years Ended December 31, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net deficit	\$ (263,790)	\$ (50,524)
Adjustments to reconcile changes in net assets to net cash (used) provided by operating activities		
Transfer of assets whose use is limited	-	(141,258)
Depreciation and amortization	19,818	9,917
Decrease (increase) in		
Patient accounts receivable	2,656	352,227
Other receivables	1,897	(2,445)
Prepaid expenses	(16,389)	75,442
Increase (decrease) in		
Accounts payable	51,663	30,703
Accrued payroll and related expenses	14,982	71,417
Other accrued expenses	18,347	18,069
Deferred revenue	<u>21,784</u>	<u>(46,780)</u>
Net cash (used) provided by operating activities	<u>(49,032)</u>	<u>316,761</u>
Cash flows from investing activities		
Acquisition of property and equipment	-	(9,495)
Change in assets whose use is limited	<u>(76,577)</u>	<u>-</u>
Net cash used by investing activities	<u>(76,577)</u>	<u>(9,495)</u>
Cash flows from financing activities		
Net (repayments to) advances from related parties	<u>(165,632)</u>	<u>76,994</u>
Net cash provided by financing activities	<u>(165,632)</u>	<u>76,994</u>
Net (decrease) increase in cash	(291,241)	384,260
Cash, beginning of year	<u>384,260</u>	<u>-</u>
Cash, end of year	\$ <u>93,019</u>	\$ <u>384,260</u>
Noncash transactions:		
Transfer of accounts receivable and related assets and donor-restricted funds by Weeks Medical Center reported as due to related parties.	\$ <u>-</u>	\$ <u>1,196,616</u>

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Organization

Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC) is a non-stock, non-profit corporation organized in New Hampshire. NNHHC was created by Weeks Medical Center (Weeks), Androscoggin Valley Hospital (AVH) and Upper Connecticut Valley Hospital (UCVH) with the purpose of promoting the effective, efficient and rational expenditure of resources in order to preserve and enhance future access to critical, primary, and preventive healthcare services within the communities of northern New Hampshire. NNHHC provides home health care, hospice and community health service under the operating name of Northwoods Home Health and Hospice. NNHHC commenced substantive operations on January 1, 2014. Previously, home health and hospice services were operated by the three hospitals.

1. Summary of Significant Accounting Policies

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

Net assets and revenues, expenses, gains and losses are classified based on the existence or absence of donor-imposed restrictions in accordance with the Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*. Net assets are classified as follows:

Unrestricted net assets - net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - net assets subject to donor-imposed stipulations that may or will be met by actions of NNHHC and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements of operations as net assets released from restrictions.

Permanently restricted net assets - net assets subject to a donor-imposed stipulation that contributed resources be maintained permanently, but that permits NNHHC to use or expend part or all of the income or other economic benefits derived from the donated asset.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Patient Accounts Receivable

Patient accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable.

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Equipment

Purchased equipment is recorded at cost. Owned equipment is depreciated on the straight-line method over the estimated useful lives of the respective assets. License rights are amortized by the straight-line method over the lesser of the license term or the estimated useful life of the related asset.

Deferred Revenue

Providers of home health services to patients eligible for Medicare home health benefits are paid prospectively for 60-day episodes of service. Deferred revenue represents advance payments for these services that have not yet been earned. Revenue under this program is recorded as unrestricted revenue in the statements of operations.

Net Patient Service Revenue

NNHHC records its revenue related to patients eligible for Medicare home health benefits based on the portion of the episodic payment earned for patient services rendered during the period. NNHHC records its revenue related to all other patients based on its standard charges for patient services rendered. NNHHC has contractual arrangements with the Social Security Administration and the New Hampshire Department of Health and Human Services to render services to qualifying patients which may result in NNHHC receiving payments for such services which differ from the standard charges. Any differences of this nature are recorded as contractual adjustments.

Promises to Give

Contributions are recognized when the donor makes a promise to give to NNHHC that is, in substance, unconditional. Contributions that are not restricted by the donor are reported as increases in unrestricted net assets. All donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Promises to give are reported, net of an allowance for estimated uncollectible pledges, at the present value of the estimated future cash flows using a discount rate commensurate with the risks involved.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Nonoperating Revenue and Support

Unrestricted contributions, municipal appropriations and investment income, including unrealized and realized gains and losses on investments, are reported as nonoperating revenue and support. Unrealized gains and losses on investments are included in the deficiency of revenues over expenses pursuant to the fair value option under ASC Topic 825, *Financial Instruments*.

Income Taxes

NNHHC is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

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Functional Expenses

NNHHC provides various services to residents within its geographic location. Expenses related to providing these services were as follows:

	<u>2015</u>	<u>2014</u>
Program services	\$ 3,117,089	\$ 3,114,764
General and administrative	<u>1,188,797</u>	<u>1,006,217</u>
	<u>\$ 4,305,886</u>	<u>\$ 4,120,981</u>

Subsequent Events

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through April 22, 2016, the date on which the financial statements were available to be issued.

2. Net Patient Service Revenue

A summary of net patient service revenue for the years ended December 31 is as follows:

	<u>2015</u>	<u>2014</u>
Gross patient service revenue		
Medicare	\$ 2,881,508	\$ 2,995,329
Medicaid	729,900	678,936
Private patient	21,847	36,996
Other third-party	<u>1,103,434</u>	<u>1,026,919</u>
	4,736,689	4,738,180
Less contractual adjustments and charity care	<u>892,592</u>	<u>935,996</u>
Net patient service revenue	<u>\$ 3,844,097</u>	<u>\$ 3,802,184</u>

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

A summary of the payment arrangements with major third-party payors follows:

Medicare

- Providers of home health services to patients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the patient at a rate determined by federal guidelines.
- Providers of hospice services to patients eligible for Medicare hospice benefits are paid on a prospective basis, with no retrospective settlement, as long as NNHHC's aggregate annual Medicare reimbursement is below a predetermined aggregate

Medicaid

- Providers of home health services to Medicaid eligible patients are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on a statewide determined rate per service.

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3. Charity Care

NNHHC has a policy of providing charity care to its clients who are unable to pay. Eligible clients are identified based on their financial information obtained and subsequent analysis. Since NNHHC does not expect payment, estimated charges for charity care are not included in revenue.

The amount of home care charges foregone for services furnished under NNHHC's charity care policy was \$98,126 in 2015 and \$195,194 in 2014. Costs incurred for these activities approximated \$89,200 in 2015 and \$169,800 in 2014. Costs of providing charity care services have been estimated based on an overall financial statement ratio of costs to charges applied to charges forgone.

4. Assets Whose Use is Limited

NNHHC has endowment funds which are invested in a pooled endowment account managed by Weeks. NNHHC has recorded its portion of the underlying assets of the endowment and the related investment income. The fair value of assets whose use is limited is measured based on Level 2 inputs (significant observable inputs) in accordance with ASC Topic 820, *Fair Value Measurement*. The fair value is based on the quoted market prices of the underlying assets.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Return Objectives and Risk Parameters

NNHHC has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that NNHHC must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of the Standard & Poor's 500 index while assuming a moderate level of investment risk. NNHHC expects its endowment funds, over time, to provide an average rate of return of approximately nine percent annually. Actual returns in any given year may vary from this amount.

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Strategies Employed for Achieving Objectives

To satisfy its long-term rate-of-return objectives, NNHHC relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). NNHHC targets a diversified asset allocation that places a weighted ratio on equity-based and fixed income investments to achieve its long-term return objectives within prudent risk constraints.

Spending Policy

NNHHC has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act as allowing the Board of Directors to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund as is prudent. Accordingly, such appreciation is reported as temporarily restricted until appropriated. In doing so, the Board must consider the long and short-term needs of NNHHC in carrying out its purposes, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions. NNHHC does not have a formal spending policy. Draws from pooled investment income are distributed on an annual basis upon approval by the Board.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Permanently restricted net assets are restricted to:

	<u>2015</u>	(As Restated) <u>2014</u>
Endowment funds		
HOLA Endowment	\$ 100,000	\$ 50,000
Dani Lunn	<u>51,100</u>	<u>51,100</u>
Total	<u>\$ 151,100</u>	<u>\$ 101,100</u>

6. Concentrations of Risk

In 2015 and 2014, NNHHC generated approximately 77% and 78% of its patient service revenues from the federal Medicare and New Hampshire Medicaid programs. Under these programs, the provider is reimbursed for the care of the qualified clients at amounts which may differ from its standard charges. Due to the large concentration of clients who receive benefits from the Medicare and Medicaid reimbursement programs, NNHHC is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain NNHHC's operations. Credit is extended at regular terms without collateral.

NNHHC maintains its cash in bank deposit accounts which at times, may exceed federally insured limits. NNHHC has not experienced any losses in such accounts. NNHHC believes it is not exposed to any significant risk with respect to these accounts.

7. Commitments and Contingencies

Malpractice Insurance

NNHHC carries malpractice insurance coverage under a claims-made policy. A claims-made policy provides specified coverage for claims reported during the policy term. NNHHC is subject to complaints, claims and litigation due to potential claims which arise in the normal course of business. GAAP requires NNHHC to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. NNHHC has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the years ended December 31, 2015 and 2014. NNHHC intends to renew its coverage on a claims-made basis and has no reason to believe that it may be prevented from renewing such coverage.

8. Retirement Plan

NNHHC sponsors a defined contribution plan that includes an NNHHC match that covers employees who meet certain age and time requirements. Pension expense was \$41,657 for 2015 and \$44,592 for 2014.

NORTHERN NEW HAMPSHIRE HEALTHCARE COLLABORATIVE, INC.

Notes to Financial Statements

December 31, 2015 and 2014

9. Related Party Transactions

Upon commencement of operations of NNHHC, assets were transferred by the organizing hospitals to help fund operations. With the exception of the initial transfer of assets whose use is limited, NNHHC intends to pay back the balance of the transfers and there are no repayment terms; therefore, the balances have been recorded as long-term liabilities. Amounts due to related parties as of December 31 and transfers during 2015 and 2014 consist of the following:

	<u>2015</u>	<u>2014</u>
Due to related parties		
Weeks	\$ 658,527	\$ 805,442
AVH	175,000	193,717
UCVH	<u>171,259</u>	<u>171,259</u>
Total	\$ <u>1,004,786</u>	\$ <u>1,170,418</u>
	<u>2015</u>	<u>2014</u>
Transfers (at fair value)		
Weeks:		
Accounts receivable	\$ -	\$ 905,403
Prepaid expenses	-	99,993
Donor-restricted funds	-	141,258
Equipment	-	49,962
Cash repayment by NNHHC	<u>-</u>	<u>(200,000)</u>
	-	996,616
AVH - cash advance	-	175,000
UCVH - cash advance	<u>-</u>	<u>171,259</u>
Total	\$ <u>-</u>	\$ <u>1,342,875</u>

NNHHC engages in activities with the hospitals on a regular basis. Services provided to NNHHC by the hospitals include rent payments for leased space, information technology fees, medical director fees and other operating activities. A summary of these activities is as follows:

	<u>2015</u>	<u>2014</u>
Related party activity:		
Weeks		
Rental payments	\$ 28,800	\$ 28,800
Operational support	178,119	84,260
AVH		
Rental payments	24,960	28,800
Operational support	115,767	20,668
UCVH		
Operational support	10,989	5,056

d/b/a Northwoods Home Health & Hospice

Northern New Hampshire Healthcare Collaborative (NNHHC) Board Members

Michael Peterson, Director, President (AVH Board)
Androscoggin Valley Hospital

Russell Keene, Director, Vice Pres (AVH Board)
Androscoggin Valley Hospital

Michael Lee, Director, Treasurer (WMC Board)
Weeks Medical Center

Patrick Kelly, Director, Secretary (WMC Board)

Sarah Descrochers, Director (WMC Board)

William Jackson, Director (AVH Board)

Bruce Bean, Director (UCVH Board)

Eric Stohl, Director (UCVH Board)

Jim Tibbetts, Director (UCVH Board Member)

MICHAEL J. COUNTER

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QUALIFICATIONS PROFILE

Highly proficient and accomplished business manager and leader with extensive experience in financial and cost accounting as well as overall business management.

- Skilled leader, adept at strategic planning, teambuilding, organizational dynamics, highly focused on creating and driving strategic business initiatives to successful outcomes
- Mission driven financial professional, proficient in budgeting, forecasting, and analysis processes for general ledger activity including international operations.
- Focused on cost reduction through maximization of team participation and direct decision making
- Proficient with analytical tools including MS Excel, Solomon, McKesson, Oracle, MS Word, MS PowerPoint

PROFESSIONAL EXPERIENCE

VISITING NURSE ASSOCIATION AND HOSPICE OF VT & NH 8/2009 to Present

Chief Financial Officer (2012 – Present)

Manage the Finance, Revenue Cycle, Information Technology and Facilities departments for this \$20 million Visiting Nurse/Home Health and Hospice Organization. Act as Corporate Treasurer. Key internal employee informing and advising the Finance Committee of the Board of Directors. Oversee investment advisors and board designated assets. Advisor to the management team on business issues particularly in the area of the annual fiscal and statistical budgets and capital plan. Responsible for detail analytics especially budget to actual reporting, and forecasting. Assist the CEO in the formation of the Agency's strategic plan. Key member of acquisition and affiliation work groups. Inform and work closely with other Agency Directors and Managers. Responsible for facilities management and related functions.

Controller (2009 – 2012)

Manage the Accounts Payable, Payroll and Financial Reporting functions for this \$20 million non profit home health agency. Responsible for Internal and External Financial Reporting, Statistical Reporting, Revenue Cycle Review, Budgeting, Forecasting, Variance Analysis, Annual Financial Audit, Internal Controls and State Reporting requirements as well as Fixed Asset management and contract management functions. Manage the Senior Accountant, A/P coordinator and Payroll coordinator.

Consulting -

12/2008 to 4/2009

Scott Construction – Temporary Controller
Lyndon State College – Adjunct Professor

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

Controller

Manage all financial functions for this mid-size furniture manufacturing company. Responsible for all aspects of financial reporting and treasury functions. Manage preparation of monthly financial reports primarily profit and loss, balance sheet, and cash flow statements with associated analytical review with a focus on product family and plant level profit and loss reporting. Prepare detailed monthly, and yearend financial reporting packages including written commentary and analysis. Prepare detail thirteen week cash flow projections. Act as primary liaison with lenders. Supervise two plant

accountants and two clerical staff. Direct accounts receivable and accounts payable functions. Manage audit engagements. Responsible for performance appraisal reviews.

LYDALL THERMAL/ACOUSTICAL, Inc. – St. Johnsbury, VT

8/2002 to 4/2005

Controller

Prepare monthly financial reports primarily profit and loss and balance sheet, with associated analytical review with a special focus on SBU profit and loss reporting for this manufacturer of automotive heat shields. Manage the cost accounting function to include setting up and maintaining plant standard cost system. Prepare detailed monthly, quarterly and yearend financial reporting packages including written commentary and analysis. Instituted physical inventory procedures. Computed IRR and EVA metrics relative to capital projects and proposals. Supervise and coordinate annual budget process. Team leader for Sarbanes-Oxley Section 404 implementation. Supervise Assistant Controller, Plant Accountant and two clerical staff. Directed accounts receivable and accounts payable function. Responsible for performance appraisal reviews.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

Accounting Manager (2000-2002)

Prepared monthly financial reports including profit and loss, balance sheet, and cash flow statements. Supervised staff of nine including three staff accountants, two cost accountants, and four accounting clerks. Directed accounts receivable and accounts payable transactions. Managed cost accounting processes. Prepared weekly cash forecasts. Organized audit engagements. Controlled physical inventory functions at three U.S. facilities. Managed budget process for all domestic facilities as well as China facility. Handled bank collateral reporting. Interacted with vendors to negotiate payment terms. Executed performance appraisal reviews. Hired and trained accounting staff. Devised accounting department mission statement and strategies to achieve our mission.

Senior Cost Accountant (1998-2000)

EDUCATIONAL BACKGROUND

MBA

UNIVERSITY OF MASSACHUSETTS, - AMHERST, MA

BA in Liberal Studies (concentration Accounting and Economics)

WESTFIELD STATE COLLEGE – WESTFIELD, MA

CERTIFICATIONS

CHFP - CERTIFIED HEALTHCARE FINANCIAL PROFESSIONAL
HEALTHCARE FINANCIAL MANAGEMENT ASSOCIATION

LEAN SIX SIGMA YELLOW BELT

DARTMOUTH-HITCHCOCK VALUE INSTITUTE

REFERENCES

AVAILABLE UPON REQUEST

SIGNIFICANT ACCOMPLISHMENTS

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE 12/2012 to Present

Chief Financial Officer/Senior Director of Finance

- ◆ Key colleague to the CEO in development of the Agency's strategic plan utilizing the Kaplan/Norton Balanced Scorecard
- ◆ Sole VNH management member chosen for a leadership team working toward formal affiliation with Dartmouth-Hitchcock Health System
- ◆ Sole VNH management member chosen to negotiate the purchase of a private duty business entity – the first in VNH's history
- ◆ Sole management member chosen to successfully negotiate and purchase VNH's first permanent office space.
- ◆ Developed and assisted other Directors to develop department scorecards to tie into Balanced Scorecard metrics
- ◆ Implemented change management processes with Finance and IT staff resulting in reduction of 2 management FTE's and increased department performance
- ◆ Significantly improved cash flow by reducing DSO from 69 days to 40 days
- ◆ Champion of administrative cost reduction team, reducing overhead from 42% of revenue to 38% in one year

VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE 8/2009 to 12/2012

Controller

- ◆ Immediately corrected numerous financial reporting and payroll errors, while reducing financial reporting time and accounting staff hours saving the agency over \$150,000 in the first 6 months.
- ◆ Maximized the functionality of Accounting Software resulting in reduction of accounting staff.
- ◆ Strengthened Internal Control environment resulting in more timely and reliable financial statements. Initiated in house Cost Accounting processes to inform business unit managers of program profitability and to assist managers with identifying and executing efficiency initiatives.
- ◆ Added value to budget and external audit processes resulting in commendation from external audit firm - zero audit adjustments for the past 6 years.
- ◆ Initiated Departmental Responsibility Accounting processes to prepare annual budget as well as review of budget to actual performance increasing management engagement with the agency and improved understanding of financial results
- ◆ Completed first ever fixed asset physical inventory and implemented automated fixed asset tracking software improving financial accuracy and tracking of fixed assets

Consulting 12/2008 to 4/2009

Temporary Controller

- ◆ Improved bank reporting increasing confidence level with lenders resulting in additional funding.
- ◆ Analyzed profit margins in project backlog with engineers improving decision making and understanding of cost profit volume concepts amongst staff

DCI (Design Contempo, Inc.) – Lisbon, NH 4/2005 to 12/2008

Controller

- ◆ Introduced break even methodology of business analysis to improve profitability and awareness among management team.
- ◆ Organized process to downsize the business and provided recommendations to achieve desired results (\$160K average monthly losses reduced to breakeven in 3 months)
- ◆ Improved confidence level and trust with our primary lender through improved communications and financial analysis and reporting.
- ◆ Improved working capital position through improved accounts receivable and inventory turnover.
- ◆ Developed daily production metrics to both improve sales forecasting and manage labor costs, process map key business activities and implement controls on risk points

LYDALL THERMAL/ACOUSTICAL Inc. – St. Johnsbury, VT

8/2002 to 4/2005

Controller

- ◆ Successfully managed multiple, large scale projects to on time completion including software conversion (Oracle) and numerous Sarbox Section 404 audits and financial audits.
- ◆ Process mapped key business activities and implement controls on risk points primarily in the inventory control function.
- ◆ Performed quarterly presentations of detailed financial information to management improving management understand and accountability.
- ◆ Proposed cost saving strategies to manufacturing resulting in significant savings primary through better contract negotiation with temporary staff agencies.

HARDIGG INDUSTRIES – South Deerfield, MA

4/1998 to 5/2002

Accounting Manager (2000-2002)

- ◆ Team leader in coordinating annual budgets for three U.S. manufacturing facilities and one international manufacturing facility in Shanghai, China, also four light assembly facilities.
- ◆ Initiated quarterly presentations of detailed financial information to management.
- ◆ Streamlined monthly close resulting in reduction of close time by seven business days.
- ◆ Improved cash position by \$2 million through active working capital management.
- ◆ Initiated quarterly review of consolidated trial balance, which reduced year-end audit preparation time and fees.
- ◆ Formed and lead Excess and Obsolete Inventory Committee, which decreased E&O inventory reserves by 50% and improved inventory turnover.
- ◆ Worked with managers to implement Kaplan/Norton Balanced Scorecard philosophy – developed objectives and metrics in purchasing and inventory control departments

Senior Cost Accountant (1998-2000)

- ◆ Introduced contribution margin analysis concepts, resulting in keeping profitable lines only.
- ◆ Developed and monitored standard cost systems in two manufacturing facilities.
- ◆ Reduced physical inventory processes from two days to one day saving costs and increasing efficiency.
- ◆ Augmented single factory overhead rate structure to departmental overhead rates.

Suzanne M Shevlin

Education:

New Hampshire Vocational Technical College, Berlin, NH.

- Registered Nurse (1985).

New Hampshire Vocational Technical College, Berlin, NH.

- Licensed Practical Nurse (1976).

Professional

Experience:

6/19/13 – Present

Northwoods Home Health and Hospice, Lancaster, NH.

Clinical Coordinator, Triage, OASIS Review

- Clinical oversight and case management of patient care considering short and long term goals and discharge planning in working with nurse manager, patient, family and providers to achieve best outcome within anticipated time frame
- Coordinating and managing patient care in cost effective and financially responsible manner through working knowledge of community resources
- Telephone triage with patients and providers to promote effective performance and delivery of quality home care services to decrease rehospitalization and increase patient satisfaction. Recognize complex situations and intervene using sound judgement, professional attitude and communicate through appropriate channels to provide best outcome for the patient supported with clear documentation
- Manage telemonitor system for high risk patients to prevent rehospitalization by reviewing daily monitoring of blood pressure, pulse, weight and blood sugars and reporting to provider for timely response for treatment and updating any changes to plan of care with primary nurse with clear documentation
- Provide professional nursing care to patients receiving Home Health and Hospice services as needed including initial and ongoing assessments to identify needs issues, care goals and appropriate resources and communicate with providers for care

management. Administer medications and treatments according to organizational policies and guidelines

- Provide Intake coverage as needed for all referrals for start of care for appropriateness and completeness of information including signed MD orders and face to face documentation. Facilitate patient and staff scheduling according to demographics and staff case load
- Daily review of OASIS timepoints with focus on start of care and recertifications for accuracy and proper sequencing of diagnoses.
- Assisting with orientation of new staff with focus on start of care process and OASIS documentation

9/12 – 6/13

Androscoggin Valley Hospital, Berlin, NH
Interim Director Home Health and Hospice

- Insures efficient unit operation, develop and maintain unit standards, policies and procedures consistent with Hospital, Medicare, Medicaid and nursing standards
- Assures that policies, procedures and standards describe and guide patient care
- Assures competence of staff and provides opportunities for training and education of nursing employees
- Assumes responsibility for successfully fulfilling standards, regulations and criteria of licensing and accrediting agencies
- Team lead during April Medicare state survey

11/95 – 9/12

Androscoggin Valley Hospital, Berlin, NH
Assistant Director Home Health and Hospice

- Assists with efficient unit operation including planning, coordinating, cost containment and supervising all day to day activities under the direction of the Unit Director
- Assumes first line of accountability for unit management on a daily basis
- Insures adequate staffing
- Acts as a liaison between patients, families, physicians, staff and community services
- Provides daily reviews of OASIS timepoints for accuracy and proper sequencing of diagnoses

- Provides education and training to clinical staff on OASIS documentation
- Completes joint OASIS visits for new staff and ongoing support to current staff

6/93 – 11/95

Androscoggin Valley Hospital, Berlin, NH

Staff Nurse Home Health and Hospice

- Provides professional nursing care to patients receiving home health and hospice services
- Assesses, develops, implements and updates a nursing care plan according to nursing process
- Completes certification forms within indicated time frame
- Maintains competency in administration of medications

6/85 – 6/93

Androscoggin Valley Hospital, Berlin, NH

Staff Nurse Critical Care Unit

- Provide individualized, comprehensive nursing care and specialized coronary care through the interpretation and use of electronic and other specialized equipment

12/76 – 6/85

Androscoggin Valley Hospital, Berlin, NH

Licensed Practical Staff Nurse

- Worked in Critical Care Unit and Medical-Surgical Unit

Specialized Training:

- **BLS Instructor** (1983 – 2012)
- **ACLS Certification**
- **CCRN Certification**
- **COS-C Certification** (2016 – 2019)

References

Alison Breault, RN

Staff RN

Northwoods Home Health and Hospice

(603)788-5020

James Berube, PT

Staff Physical Therapist

Northwoods Home Health and Hospice

(603)788-5020

Lorri Kimball, MSW

Oncology Social Worker

Winchester Hospital Cancer Care Center

Winchester, Mass.

(603) 505-7143

Suzanne Brown, RN

Staff Nurse Intensive Care Unit

Androscoggin Valley Hospital

Per Diem Staff Nurse

Northwoods Home Health and Hospice

(603) 723-0095

CINDY WINGET

cindy.winget@nnhhc.com

EDUCATION

Burdett School, Boston, MA Executive Secretarial Program	1979-1980
White Mountains Regional High School, Whitefield, NH Graduate of Business Program	1975-1979

Work Experience

Medical Billing Specialist Northwoods Home Health & Hospice, Division of NNHHC, Inc., Lancaster, NH Responsible for processing billing for Medicare, Medicare Hospice, All Commercial Insurances, and Manage BEAS Grant	2014 - Present
Administrative Assistant & Intake Coordinator Northwoods Home Health & Hospice, Division of Weeks Medical Center, Lancaster, NH Was responsible for all administrative work for Executive Director, as well as general office Procedures; Processed all incoming referrals, entered patients' information into computer	2010 - 2014
Admitting & Communications Clerk Weeks Medical Center, Lancaster, NH Dispatched ambulances, registered patients for Emergency Room, answered hospital switchboard, admitted patients into the hospital	2007 - 2010
Sales Supervisor US Cellular, Lancaster & Littleton, NH Supervised & trained all sales associates, maintained inventory, processed sales	2000 - 2007

MEMBERSHIPS

Lancaster Lions

REFERENCES

References available upon request

Tammy Pike

OBJECTIVE

I am interested in a new and challenging career utilizing my skills.

ABILITIES

Customer service skills

Computer skills

Phone skills

Works well with others

Adapt well to change

EMPLOYMENT HISTORY

Customer Service Supervisor

08/2005- Current Wal-Mart Littleton, NH

ZMS at Wal-Mart, assistant to the manager

Provide customer service

Assist and supervise associates

Schedule inventory replacement

Schedule associates

Provide associate performance reviews

Cafe Worker

07/2004 - 10/2004 Sue Smith Littleton, NH

Customer service

Cooking & making Ice cream

Cleaning & taking care of other workers

EDUCATION

06/2004 Concord high school High School Diploma General High School Curriculum

REFERENCES

Kevin Williamson
802-473-6500
Assistant Manager at Walmart

Tiffany Favreau

Personal reference known for 6 year(s).

Wal-Mart store
603-444-6300 Ext. 190
Business reference known for 8 year(s).

Julie Fowler
802-505-5102
Personal reference known for 5 year(s).

Jenn Mcphee
603-991-4838
Personal reference known for 8 year(s).



d/b/a Northwoods Home Health & Hospice

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Counter	President	\$75,000	5%	\$3,750
Suzanne Shevlin	Clinical Supervisor	\$73,299	10%	\$7,330
Cindy Winget	Grant Coordinator	\$39,021	25%	\$9,755
Tammy Pike	Homemaker Supervisor	\$45,718	100%	\$45,718